4-3005



FOREWORD

The members of the School Board--Non-Certificated

Employees Association Negotiations Committee who negotiated
this Agreement were:

HANOVER TOWNSHIP BOARD
OF EDUCATION

HANOVER TOWNSHIP NON-CERTIFICATED EMPLOYEES ASSOCIATION

Mr. Leo Halko, Vice President, Hanover Township Board of Education; Chairman, School Board Negotiations Committee Mrs. Dorothy Farley, President, HTNCEA: Chairman, HTNCEA Negotiations Committee

Mr. Norman Anderson

Mr. Stanley Bieselin

Mrs. Hanna Taylor

Mr. Stephen Kostas

Mrs. Eleanor Olatta

Mrs. Rose Rametta

Mrs. Elizabeth Yavorsk!

Mr. Kenyon L. Pollison, General Elementary Supervisor, Hanover Township Public Schools, served as Coordinator for the Committee.

RECEIVED

JUL 7 1969

N. J. P. E. R. C.

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ARTICLE !

1

RECOGNITION

A. The Board hereby recognizes the Hanover Township Non-Certificated Employees Association as the exclusive and sole representative for collective negotiation under Chapter 303, Laws of 1968, concerning the terms and conditions of employment for all non-certificated personnel whether under contract or on leave including

Custodians
Maintenance Men
Matrons
Secretarial and Clerical Personnel
Cafeteria Personnel
Bus Drivers
School Aides
Library Clerks

but excluding

Secretary to the Board of Education Plant Superintendent Cafeteria Manager

- B. Unless otherwise indicated, the term "employees," when used hereinafter in this Agreement, shall refer to all non-certificated personnel represented by the Association in the negotiating unit as defined above and references to male employees include female employees.
- C. The Hanover Township Board of Education will be referred to as the "Board," in this Agreement.
- D. The Hanover Township Non-Certificated Employees
 Association will be referred to as the "Association," in
 this Agreement.

ARTICLE 11

GRIEVANCE PROCEDURE

'A. Definition.

- 1. Grievance. A grievance is an appeal of a specific:
 - a. Interpretation, application, or violation of Board policy.
 - b. Interpretation, application, or violation of an agreement provision.
 - c. Administrative decision.
- B. <u>Limitations</u>. The grievance procedure must be initiated within thirty (30) school days of the occurrence of the incident.

C. Procedure.

I. <u>Level I</u>: An aggrieved party shall either directly or accompanied by a representative of the Association first discuss the grievance with his immediate supervisor. If the aggrieved party is then dissatisfied with the disposition of his grievance with his immediate supervisor, he may proceed to Level 2.

An aggrieved party whose immediate supervisor is the Superintendent of Schools may proceed directly to Level 2.

2. <u>Level 2A</u>: If the aggrieved party is not satisfied with the disposition of the gricvance at Level I, or if no decision is forthcoming within ten (10) days of the last discussion described in Paragraph C I, he must within thirty (30) school days of said discussion, file the grievance on the grievance appeal form set forth herein, with the Superintendent of Schools. The Superintendent, shall, within seven (7) days, afford the aggrieved party an opportunity to present the grievance. The Superintendent shall render a decision on the grievance within ten (10) days after it has been presented to him. The decision shall be in writing. (One copy of the decision to the aggrieved party and one copy to the Association's representative who accompanied the employee).

Level 2B: If the aggricved person is not satisfied with the Superintendent's decision, the grievance may be placed to mediation at the request of either party within thirty (30) days. One mediator to be selected by each party to the agreement, the third by this group. The mediators shall make their recommendations to the Board--Staff Negotiations Committee with copies to the aggrieved party and the Association within thirty (30) days. Costs are to be shared equally by the Board and by the Association.

3. Lovel 3: If the aggrieved party is dissatisfied with the decision of the Superintendent, he may file a copy of the original grievance appeal form, together with a copy of the Superintendent's decision with the Secretary of the Board of Education and file with the Secretary a completed grievance appeal form setting forth the reasons for dissatisfaction with the Superintendent's decision. The Board of Education shall afford the aggrieved party an opportunity to present the grievance to the Board at a conference meeting within two (2) weeks of the filing of the grievance with the Board Secretary. The Board shall, at the next public meeting, render a decision on the grievance. If the aggrieved party disagrees with the Board's decision, an impasse shall be declared.

4. If a grievance affects a group or class of employees in more than one building, the group and/or Association may submit such a grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level 2.

There shall be prior discussion with the principal of the school involved or the employees' immediate supervisor.

D. Impasse Procedure

If an impasse still exists at this state of proceeding, either the Board of Education or the other party may have recourse to the appropriate agency, the Public Employees Relations Commission or the Commissioner of

Education of the State of New Jersey.

E. Aggrieved Party's Right to Representation

An aggrieved party may elect to be represented at Level 2 or Level 3 by an attorney at law, by a representative of the Association, or by any other person of his choice.

F. Exclusions from Grievance

Under no circumstances shall any term or condition negotiated by the parties hereto be a subject of any grievance by any individual or by the Association.

ARTICLE 111

SALARIES

A. Salaries agreed upon by the Board and the Association are set forth in the attached schedules as listed.

Schedule A: Secretarial and Clerical Personnel

Schedule B: Custodians, Maintenance Men and Matrons

Schedule C: Library Clerks

Schedule D: School Aides

Schedule E: Cafeteria Personnel

Schedule F: Bus Drivers

ARTICLE IV

INSURANCE PROTECTION

- As of the beginning of the 1969-1970 school year the Board shall provide the health care insurance designated in this article. The health care insurance provisions are applicable to all non-certificated employees with the exception of school aides who are employed for three (3) hours or less daily.
- B. The Board shall pay the first \$100.00 of the full premium for each employee. The employee shall pay the balance of any premium due.
- C. For each employee who remains in the employ of the Board for the full school year, the Board shall make payment of Insurance premiums, as specified in Paragraph B of this article to provide insurance coverage for the full twelve month period commencing September I and ending August 31; when necessary, premiums in behalf of the employee shall be made retroactively or prospectively to assure uninterrupted participation and coverage as aforesaid.
- D. Provisions of the health care Insurance program shall be detailed in the standard Blue Cross--Blue Shield (with Rider J) master policies, which policies are presently in effect.
- E. Major Medical premiums will be paid for all eligible employees.

- F. The Board shall ensure that each employee is provided with a description of the health care insurance coverage. This description shall include an itemization of the conditions and limits of coverage as well as the extent of coverage.
- G. The Board shall provide for continuance of health care insurance after retirement on the terms detailed in the master policies and contracts agreed upon by the Board and the Association.

ARTICLE V

SICK LEAVE

- A. Ten school days a year shall be granted to employees for personal illness and unused sick leave shall be cumu-lative without limit.
- B. Personnel not eligible for sick leave are school aides who are employed for three (3) hours or less daily.

ARTICLE VI

PERSONAL LEAVES OF ABSENCE

- A. The personal leaves of absence stated herein are granted to all employees with the exception of school aides who work for three (3) hours or less daily. Personal leave at full pay shall be granted for the following reasons:
 - Up to five days leave shall be granted for each death in the immediate family. Immediate family shall be considered to be father, mother, spouse, child, brother, sister, or any member of the immediate household excluding employees or lenants.
 - 2. Up to a total of five days (non-cumulative) shall be allowed in any one school year for the following reasons:
 - a. Serious illness in the immediate family. (Immediate family same as in 1.).
 - b. Recognition of a religious holiday.
 - c. Court subpoena.
 - d. Personal business which cannot be handled outside of school hours, with prior approval of the Superintendent of Schools. One day may be approved without specific reason being stated.
 - c. Marriage of employee or marriage in the immediate family. A maximum of one day shall
 be allowed.
 - f. College graduation of employee or a member of

his immediate family, a maximum of one day shall be allowed.

- g. Death of a relative or close friend. A maximum of one day shall be allowed.
- h. Any other emergency or urgent reason not included in "a" through "g" above if approved by the Superintendent of Schools.
- B. For proper payroll accounting, audit, and employee protection, every absence granted under Article VI-- leave for a full day or more--must be accounted for in writing and reported to the Superintendent.
- C. For each day leave is taken in excess of the amount specified in Paragraph A, 1/240ths part of the employee's annual salary shall be deducted from the pay of employees under contract.
- D. For each day leave is taken in excess of the amount specified in Paragraph A, an amount equal to the employee's average daily pay shall be deducted from the pay of employees who are paid on an hourly basis.
- E. A request for extended leave of absence shall be submitted to the Superintendent as far in advance as possible.

ARTICLE VII

POSTING OF JOB VACANCIES

A. All non-certificated job vacancles shall be announced in the Superintendent's newsletter one day prior to the public announcement of such vacancies.

DEDUCTION OF DUES

Α.	۱.	The Board agrees to deduct from the salaries of its
		employees dues for the Hanover Township Non-Cer-
		tificated Employees Association, the New Jersey
		Education Association, or the National Education
		Association, or any one or any combination of such
		Associations as said employees individually and
		voluntarily authorize the Board to deduct. Such
		deductions shall be made in compliance with
		Chapter 310, Public Laws of 1967 (NJSA 52:14-15,
		9e) and under rules established by the State De-
		partment of Education. Said monies together with
		records of any corrections shall be transmitted
		to the treasurer of the Hanover Township Non-Cer-
		tificated Employees Association by the 15th of
		each month following the monthly pay period in
		which deductions were made. The Association treas-
		urer shall disburse such monies to the appropriate
		association or associations. Employees authoriz-
		ations shall be in writing in the form set forth
		below:
		AUTHORIZATION
		TO DEDUCT ASSOCIATION MEMBERSHIP DUES
		Name Soc. Sec. No.
		School Building District
		To: Disbursing Officer Hanover Township Board of Education
		I hereby request and authorize the above named dis- bursing officer to deduct from my earnings an

amount sufficient to provide for the payment of those yearly membership dues as certified by the organizations indicated in equal monthly payments for all or part of the current school year and for succeeding school years. I understand that the disbursing officer will discontinue such deductions only if I file such notice of withdrawal as of the January I next succeeding the date on which notice of withdrawal is filed. I also agree itat upon termination of employment, the disbursing officer shall deduct any remaining amount due for that current school year. I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization, and relieve the governing board and all of its officers from any liability therefore.

I designate the Hanover Township Non-Certificated Employees Association to receive dues and distribute according to the organization (s) indicated:

Hanover Township Non-Certificated Employees Association

New Jersey Education Association
National Education Association

- 2. Each of the associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.
- 3. Additional authorizations for dues deduction may be received after August ! under rules established by the State Department of Education.
- 4. The filing of notice of an employee's withdrawal shall be prior to December I and become effective to halt deductions as of January 1 next succeeding

the date on which notice of withdrawal is filed.

B. I. The Board agrees to deduct from employees' salaries money for local, state and/or notice all association services and programs as said employees
individually and voluntarily authorize the Board
to deduct and to transmit the monies promptly to
such association or associations. Any employee
may have such deductions discontinue at any time
upon sixty (60) days written notice to the Board
and the appropriate association.

ARTICLE IX

MISCELLANEOUS PROVISIONS

A. The Board agrees to purchase during the 19701971 school year two (2) uniforms for each custodian,
maintenance man and matron.

Custodians, maintenance personnel and matrons are required to wear their uniforms during their scheduled work day. It will be the responsibility of the employee to maintain and to care for his uniforms.

- B. The Board agrees to purchase during the 19701971 school year, one (1) set of inclement weather
 apparel per building.
- C. The contracts for custodians, maintenance men and matrons with more than five (5) years employment with the Board shall contain a sixty (60) day termination clause.

The contracts for custodians, maintenance men and matrons with less than five (5) years employment with the Board shall contain a fourteen (14) day termination clause.

In those cases where the Board terminates the services of a custodian, maintenance man or matron, the employee will be entitled to use his accrued vacation days and one (I) personal day for seeking employment. The employee's immediate supervisor will authorize absences for this purpose.

The dismissal of any employee shall be governed by those provisions of Title 18. New Jersey Statutes that are applicable to termination of contracts.

D. An employee must work the regularly scheduled work day before and after the designated holiday for pay to be received for the paid holiday.

\$chool aides who work for three hours or less daily are not eligible for paid holidays.

E. The provisions of this article and the benefits of this agreement are not applicable to any employee during his ninety (90) day probationary period of employment. The provisions of this article and the benefits of this agreement are accruable and retroactive to the employee's first day of employment with the Board after he has attained the status of a permanent employee.

ARTICLE X

ADDENDUM

- A. Recognizing that the paramount aim of this school district is providing an appropriate education for the children of Hanover Township, and that good morale in the non-certificated staff is necessary for the efficient functioning of the school system, We do hereby declare that:
 - The Board, under law, has the final responsibility for establishing policies for the district.
 - The Superintendent and his staff have the responsibility for carrying out the policies that are established.
- B. It is understood by all parties that under the rulings of the Courts of the State of New Jersey and the New Jersey State Commissioner of Education, the Board of Education is ferbidden to waive any rights or powers granted to it by law.
- C. The parties agree to follow the procedures outlined in this Agreement to resolve any question or proposal until the procedures within this Agreement are fully exhausted.

SCHEDULE A

SECRETARIAL SALARY GUIDE

July 1, 1969 - June 30, 1970

Hourly Rates

<u>Step</u>	Full Time (1800 Hours)	All Others
1	\$2.22	\$2.04
2	2.40	2.20
3	2.58	2.36
4	2.77	2.54
5	2.93	2.69
6	3.12	2.87
7	3.30	3.03
8	3.48	3.18
9	3.67	3.36
10	3.85	3.52

1. The hourly rates are to be applied to the actual number of hours worked per day, plus the following additional nine (9) days which shall be paid holidays:

New Year's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Veterans' Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Day

Schedule A Secretarial Salary Guide (Continued)

- 2. An additional amount of \$300 per year may be paid to the Secretary to the Superintendent of Schools.
- 3. An additional amount of \$200 per year may be paid to the Secretary to the Board Secretary.

SCHEDULE B CUSTODIAL SALARY GUIDE

July 1, 1969 - June 30, 1970

Step	Custodian	<u>Maintenance</u>	Matron
i	\$4,750	\$5,900	\$3,6.25
2	5,000	6,125	3,850
3	5,225	6,350	4,100
4	5,450	6,600	4,300
5	5,675	6,800	4,550
6	5,900	7,025	4,750
7	6,125	7,250	5,000
8	6,350	7,475	5,225
9	6,600	7,725	5,450
10	6,800	7,925	5,670
1.1	7,025	8,175	

40 hours weakly Hours:

Overtime: One and one-half times regular

hourly rate

Night Men:

Bonus of 10% of salary for 10 months school is in session

Two weeks; one additional week Vacation:

after ten years

Holidays: Nine paid holidays:

> New Year's Day Good Friday Memorial Day Independence Day

Labor Day

Voterans' Day Thanksgiving Day

Friday after Thanksgiving

Christmas Day

SCHEDULE C

LIBRARY CLERKS SALARY GUIDE

July 1, 1969 - June 30, 1970

<u>Step</u>	Hourly Rates
ł	\$1.95
2	2.04
3	2.27
4	2.44
5	2.62

1. The hourly rates are to be applied to the actual number of hours worked per day, plus the following additional eight (8) days which shall be paid holidays:

New Year's Day
Good Friday
Memorial Day
Labor Day
Veterans' Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Day

2. For work performed in the summer, or at other times which school is not in session, Library Clerks shall be paid at their regular rate of pay for that contracted year.

SCHEDULE D

SCHOOL AIDES SALARY SCALE

July 1, 1969 - June 30, 1970

Step	<u>Hourly Rate</u>
I	\$2.00
2	2.10
3	2.20
4	2.30
5	2.40
б	2.50

I. The hourly rates shall be applied to the actual number of hours worked per day, plus the following additional eight (8) days which shall be paid holidays:

New Year's Day
Good Friday
Memorial Day
Labor Day
Veterans' Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Day

2. The school aides who work for three (3) hours or less daily are not eligible to receive pay for holidays.

SCHEDULE E

CAFETERIA SALARY SCALE

July 1, 1969 - June 30, 1970

Steps	Hourly Rate
Starting Salary	\$1.75
After Six (6) Months Employment	1.85
Second Year	1.95
Third Year	2.05
Fourth Year	2.15
Fifth Year	2.25

- 1. The hourly rates shall be applied to actual hours worked daily plus an additional eight (8) days which shall be paid holidays.
- 2. The First Assistant receives twenty (20) cents per hour additional at the proper step.

SCHEDULE F

DRIVERS' SALARY SCALE

July 1, 1960 - June 30, 1970

Hourly Range

Regular Drivers

\$3.55 - \$3.72

Small Vehicle Drivers

\$2.52 - \$2.93

1. For work performed in the summer or beyond the regular school hours, drivers shall be paid at their regular rate of pay for that contracted year.

APPENDIX A

GRIEVANCE APPEAL (Step 2)

1.	a) Name of aggrieved party:
	b) Building Assignment:
	c) Date of Submission:
	d) Name of Association Representative:
2.	State precisely the policy, agreement provision or adminis trative decision which is the subject of your appeal.
3.	State precisely the specific interpretation, application or violation that you are appealing from.
4.	State in detail the reasons for your dissatisfaction with the interpretation, application or violation of policy, agreement provision, or administrative decision concerning which you are appealing. (Note: state date and time of incident).
5.	Give the names of each superior who have discussed your grievance at Level 1. State the dates of said discussion.
6.	State what you consider to be a fair and equitable disposition.

Signature of Aggrieved Party

APPENDIX B

GRIEVANCE APPEAL (Stop 3)

١.	a)	Name of aggrieved party:
	b)	Building Assignment:
	c)	Date of Submission:
	d)	Name of Association Representative:
2.	App	ach to this form a copy of your original Grievance eal at Step 2 and a copy of the Superintendent's ision.

3. State in detail your reasons for your dissatisfaction with the decision of the Superintendent.

DURATION OF AGREEMENT

- A. This agreement shall have a duration of one year and when agreed upon by both parties shall be for the school period of July 1, 1969 to June 30, 1970.
- B. In witness whereof the parties hereto have caused this Agreement to be signed by their respective Presidents, attested by their respective Secretaries in the 19 day of May 1969.

HANOVER TOWNSHIP BOARD
OF EDUCATION

HANOVER TOWNSHIP NON-CERTIFICATED EMPLOYEES ASSOCIATION

By:	By:	
President	President	
Attest:	Attest:	
Board Secretary	Secretary	